

Appendix 1

To  
Money Market Operations Division  
Directorate of Monetary Management  
Bank Indonesia  
Jl. MH. Thamrin No. 2  
Jakarta, 10110

Subject : Application for Sharia Bank Short Term Financing Facility

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In reference to Bank Indonesia Regulation Number 5/3/PBI/2003 dated February 4, 2003, we herewith submit an application for Sharia Bank Short Term Financing Facility (FPJPS) in the amount of Rp ..... (in words: ..... ) for a term of 1 (one) working day from ..... (date) through ..... (date). In this regard, we enclose herewith a Financing Agreement and Deed of Binding of Collateral.

We affirm this Letter of Application to be true and correct. If at any time the data we have provided is found to be untrue and incorrect, we undertake to be held accountable under the applicable laws and regulations.

....., ..... (location, date)

Board of Directors/Authorized Bank  
Officer  
(Name of Bank.....)

(signed)  
Revenue Stamp

cc. Relevant Directorate of Sharia Banking/Bank Supervision, or Bank  
Supervision Team at the Bank Indonesia Regional Office

Appendix 2

**FINANCING AGREEMENT**  
**FOR SHARIA BANK SHORT TERM FINANCING FACILITY**  
**NO. ....**

On this day ....., ..... (date), the  
hereundersigned:

1. ...., Director of the Directorate of Monetary  
Management/Management of the  
Directorate of Monetary Management/  
Management of Bank Indonesia, residing  
in ....., in this matter acting in the  
foregoing capacity on behalf of and in the  
name of the Board of Governors of Bank  
Indonesia pursuant to Regulation of the  
Board of Governors No. 1/11/PDG/1999  
and therefore representing Bank  
Indonesia, domiciled in Jakarta, pursuant  
to Article 39 of Act Number 23 of 1999  
as amended by Act Number 3 of 2004,  
hereinafter referred to as the FIRST  
PARTY -----

1. ...., Director of the Directorate of Monetary  
Management/Management of the  
Directorate of Monetary Management/  
Management of Bank Indonesia, residing  
in ....., in this matter acting  
pursuant to unregistered power-of-  
attorney issued by the Governor of Bank  
Indonesia, Number ....., dated .....  
(date in figures), bearing sufficient  
revenue stamp and attached to this  
Agreement, accordingly acting as agent  
for the Governor of Bank Indonesia  
pursuant to Article 39 of Act Number 23  
of 1999 as amended by Act Number 3 of  
2004, and therefore acting on behalf of  
and in the name of and legally  
representing Bank Indonesia, domiciled

in Jakarta ...

in Jakarta, hereinafter referred to as the  
FIRST PARTY-----

2. .... , President Director/Director of State  
Owned Company of Limited Liability  
PT. Bank ....., residing in  
....., in this matter acting in the  
foregoing capacity, and therefore  
representing the Board of Directors of  
and accordingly acting on behalf of and  
in the name of and legally representing  
State Owned Company of Limited  
Liability PT Bank ....., domiciled  
in ....., pursuant to Article .....  
of the Articles of Association set forth in  
Notary Deed Number ....., dated  
..... (date in figures), drawn up by  
....., published in the State Gazette of  
the Republic of Indonesia Number .....  
dated ....., Supplement Number .....,  
and the latest amendments thereto, set  
forth in Notary Deed Number ....., dated  
....., drawn up by ....., published  
in the State Gazette of the Republic of  
Indonesia Number ..... dated .....,  
Supplement Number ....., hereinafter  
referred to as the SECOND PARTY -----

2. .... , Director of State Owned Company of  
Limited Liability PT. Bank .....,  
residing in ....., in this matter  
acting in the foregoing capacity, and  
therefore representing the Board of  
Directors of and accordingly acting on  
behalf of and in the name of and legally  
representing State Owned Company of  
Limited Liability PT Bank .....,  
domiciled in ....., pursuant to  
Article ..... of the Articles of  
Association set forth in Notary Deed  
Number ....., dated ....., drawn  
up by ....., published in the State

Gazette ...

Gazette of the Republic of Indonesia Number ..... dated ....., Supplement Number ....., and the latest amendments thereto set forth in Notary Deed Number ....., dated ....., drawn up by ....., published in State Gazette of the Republic of Indonesia Number .... dated ....., Supplement Number ....., and for the purpose of executing the legal acts in this Agreement has obtained the written approval of the Board of Commissioners of the Company as set forth in unregistered Letter of Approval dated ....., bearing sufficient revenue stamp and attached to this Agreement, hereinafter referred to as the SECOND PARTY -----

2. ...., Director of State Owned Company of Limited Liability PT. Bank ....., residing in ....., in this matter acting in the foregoing capacity, and therefore representing the Board of Directors of and accordingly acting on behalf of and in the name of and legally representing State Owned Company of Limited Liability PT Bank ....., domiciled in ....., pursuant to Article ..... of the Articles of Association set forth in Notary Deed Number ....., dated ....., drawn up by ....., published in the State Gazette of the Republic of Indonesia Number .... dated ....., Supplement Number ....., and the latest amendments thereto set forth in Notary Deed No. ....., drawn up by ....., dated ....., published in the State Gazette of the Republic of Indonesia Number ..... dated ....., Supplement Number ....., and for the purpose of executing the legal acts in this Agreement has obtained the written approval of the General Meeting

of Shareholders ...

of Shareholders dated ..... as set forth  
in ....., bearing sufficient revenue  
stamp and attached to this Agreement,  
hereinafter referred to as the SECOND  
PARTY -----

The two parties hereby declare their intention to enter into an Agreement for Provision of Sharia Bank Short Term Financing Facility in accordance with Bank Indonesia Regulation Number 5/3/PBI/2003 dated February 4, 2003, concerning the Sharia Bank Short Term Financing Facility, with terms and conditions as follows:

#### Article 1

The FIRST PARTY shall provide a Sharia Bank Short Term Financing Facility to the SECOND PARTY for a term of 1 (one) working day in the amount of Rp ..... (..... rupiahs), effective from ..... (date) through ..... (date).

#### Article 2

- (1) The Sharia Bank Short Term Financing Facility as referred to in Article 1 is provided by the FIRST PARTY to the SECOND PARTY on the basis of the application by the SECOND PARTY to the FIRST PARTY and insofar as the SECOND PARTY meets the following requirements:
  - a. is experiencing short term funding difficulties;
  - b. has adequate collateral;
  - c. has not used a Sharia Bank Short Term Financing Facility for 90 (ninety) consecutive days; and
  - d. The Sharia Bank Short Term Financing Facility applied for is for a term of 1 (one) working day.
  - e. For Sharia Division only, a statement from the head office of the Sharia Division head office of the concerning the inability of the head office of the Sharia Division to provide funding assistance to the Sharia Division.
- (2) Provision of the Sharia Bank Short Term Financing Facility as referred to in Article 1 shall not exceed the liabilities that the SECOND PARTY is unable to settle toward the FIRST PARTY that are estimated by the SECOND PARTY to fall due on the day at which the application for the Sharia Bank

Short ...

Short Term Financing Facility is submitted by the SECOND PARTY to the FIRST PARTY.

### Article 3

If at any future time it is found that the SECOND PARTY has not complied with the requirements referred to in the above Article 2 paragraph (1), the FIRST PARTY reserves the right to withdraw the Sharia Bank Short Term Financing Facility extended to the FIRST PARTY at any time.

### Article 4

- (1) In respect of the Sharia Bank Short Term Financing Facility referred to in Article 1, the SECOND PARTY shall provide collateral to the FIRST PARTY in the form of Bank Indonesia Wadiah Certificates held by the SECOND PARTY.
- (2) Binding of collateral for a Sharia Bank Short Term Financing Facility as referred to in Article 2 paragraph (2) shall be arranged in a deed of binding of pledged collateral to be set out in a separate agreement comprising an integral part of this agreement.

### Article 5

The provision of the Sharia Bank Short Term Financing Facility to the SECOND PARTY as referred to in Article 1 shall be charged a fee in accordance with the provisions of Article 13 of Bank Indonesia Regulation Number 5/3/PBI/2003 dated February 4, 2003, concerning the Sharia Bank Short Term Financing Facility.

### Article 6

- (1) For repayment of the Sharia Bank Short Term Financing Facility as referred to in Article 1, the FIRST PARTY is entitled to debit the Rupiah demand deposit account of the SECOND PARTY with the FIRST PARTY at the maturity date of the Sharia Bank Short Term Financing Facility in the amount of the Sharia Bank Short Term Financing Facility provided by the FIRST PARTY to the SECOND PARTY, plus fee.
- (2) For the purpose of repayment of the Sharia Bank Short Term Financing Facility, the SECOND PARTY hereby provides specific authority to the FIRST PARTY, which authority may not be revoked, to debit the

Rupiah ...

Rupiah demand deposit account of the SECOND PARTY with the FIRST PARTY on the maturity date of the Sharia Bank Short Term Financing Facility in the amount of the Sharia Bank Short Term Financing Facility provided by the FIRST PARTY to the SECOND PARTY, plus fee.

#### Article 7

- (1) In the event that according to the reasonable prediction of the SECOND PARTY and/or reasonable prediction of the FIRST PARTY, the debiting of the Rupiah demand deposit account of the SECOND PARTY with the FIRST PARTY by the FIRST PARTY would result in a negative balance in the Rupiah demand deposit account of the SECOND PARTY with the FIRST PARTY, the SECOND PARTY hereby authorizes the FIRST PARTY, which authority may not be revoked by the SECOND PARTY for any reason whatsoever including Article 1813 of the Civil Code, to dispose of collateral as referred to in Article 4 and apply the proceeds of disposal of collateral for repayment of the Sharia Bank Short Term Financing Facility held by the SECOND PARTY, plus fee.
- (2) In the event that proceeds from disposal of collateral are insufficient for repayment of the Sharia Bank Short Term Financing Facility received by the SECOND PARTY plus fee, the SECOND PARTY shall be required to pay the shortfall from the assets of the SECOND PARTY.
- (3) In the event that proceeds from disposal of collateral are greater than the amount of the Sharia Bank Short Term Financing Facility received by the SECOND PARTY plus fee, the FIRST PARTY shall credit the Rupiah demand deposit account of the SECOND PARTY with the FIRST PARTY in the surplus amount.

#### Article 8

The SECOND PARTY shall not be charged any commission for the provision of this Sharia Bank Short Term Financing Facility.

#### Article 9

In respect of this agreement and its implementation and any and all consequences thereof, the parties elect the domicile of the Office of the Clerk of the District Court of Central Jakarta.

Done ...

Done and signed in ..... in duplicate, each copy bearing sufficient revenue stamp and having the same legal force.

....., .....(location & date)

THE FIRST PARTY

THE SECOND PARTY



Appendix 3

**DEED OF BINDING OF PLEDGED COLLATERAL  
BANK ..... AND BANK INDONESIA**

On this day, ....., ..... (date), the  
hereundersigned:

1. ...., Director of Bank ....., residing in  
....., in this matter acting in his/her  
capacity for and on behalf of Bank  
..... empowered pursuant to  
Articles of Association Number .....,  
and/or Power-of-Attorney Number .....  
dated ....., hereinafter referred to as  
the PLEDGOR;

1. ...., Director of State Owned Company of  
Limited Liability PT Bank .....,  
residing in ....., in this matter  
acting in the foregoing capacity and  
accordingly representing the Board of  
Directors of and thereby acting on behalf  
of and in the name of State Owned  
Company of Limited Liability PT Bank  
....., domiciled in .....,  
pursuant to Article ..... of the Articles  
of Association set forth in Notary Deed  
Number ..... dated ....., drawn up  
by ....., published in the State Gazette  
of the Republic of Indonesia Number  
..... dated ....., Supplement Number  
...., last amended by Notary Deed  
Number ..... dated ....., drawn up  
by ....., published in the State  
Gazette of the Republic of Indonesia  
Number .... dated ....., Supplement  
Number ....., hereinafter referred to  
as the PLEDGOR;

2. .... , Director of the Directorate of Monetary Management/Management of the Directorate of Monetary Management/Management of Bank Indonesia, residing in ....., in this matter acting in the foregoing capacity on behalf of and in the name of the Board of Governors of Bank Indonesia pursuant to Board of Governors Regulation No. 1/11/PDG/1999 and thereby representing Bank Indonesia, domiciled in Jakarta, pursuant to Article 39 of Act Number 23 of 1999 as amended by Act Number 3 of 2004, hereinafter referred to as the PLEDGEE;

2. .... , Director of the Directorate of Monetary Management/Management of the Directorate of Monetary Management/Management of Bank Indonesia, residing in ....., in this matter acting pursuant to unregistered power-of-attorney of the Governor of Bank Indonesia Number ..... dated ..... (date in figures), bearing sufficient revenue stamp and attached to this Deed of Pledge, and thereby acting as the agent of the Governor of Bank Indonesia pursuant to Article 39 of Act Number 23 of 1999 as amended by Act Number 3 of 2004, and thus legally acting on behalf of and in the name of and representing Bank Indonesia, domiciled in Jakarta, hereinafter referred to as the PLEDGEE;

hereby declare the following:

a. whereas the PLEDGOR has received a Sharia Bank Short Term Financing Facility from the PLEDGEE in the amount of Rp ..... (.....) and in accordance with the terms and conditions set forth in Financing Agreement number ..... dated ....., hereinafter referred to as the Principal Agreement.

b. whereas...

- b. whereas according to the terms and conditions of the Principal Agreement, the PLEDGOR is required to provide collateral in the form of Bank Indonesia Wadiah Certificates to guarantee repayment of the Sharia Bank Short Term Financing Facility received by the PLEDGOR, and fee;

Now therefore in regard to all that is set forth above, the PLEDGOR and PLEDGEE hereby enter into and set forth an agreement as follows:

#### Article 1

Whereas to comply with the terms and condition of the Principal Agreement for the Sharia Bank Short Term Financing Facility and to enable the PLEDGOR to guarantee the repayment of all funds received from the PLEDGEE in respect of the Sharia Bank Short Term Financing Facility and fee payable as set forth in the Principal Agreement, the PLEDGOR affirms to pledge and accordingly transfer to the PLEDGEE the above SWBIs at par value of Rp ..... (..... rupiahs).

The PLEDGEE affirms to have received the pledge of the SWBIs.

#### Article 2

- (1) The transfer of SWBIs by the PLEDGOR shall be deemed effective commencing from the signing of this agreement.
- (2) In the event that the pledging of SWBIs requires blocking by the custodian and administration institution for the SWBIs, this pledge shall be deemed effective commencing from the date of notice of blocking issued by the custodian and administration institution for the pledged SWBIs concerning blocking of the SWBIs.

#### Article 3

The PLEDGOR warrants to the PLEDGEE that the funds provided as guarantee under this Agreement truly belong only to the PLEDGOR and are free from any sequestration and not given in pledge, not ceded or not preemptively assigned in any manner whatsoever to any other party, not the subject of civil proceedings or dispute, and accordingly the PLEDGEE is given indemnity by the PLEDGOR from all claims whatsoever from other parties.

#### Article 4

If at the maturity date of the financing as set forth in the Principal Agreement the PLEDGOR fails to repay the Sharia Bank Short Term Financing Facility and fee to the PLEDGEE, the PLEDGEE shall be entitled to dispose of the SWBIs according to the procedure stipulated in Circular Letter of Bank Indonesia Number 6/ /DPM dated ..... 2004 concerning Procedure for Provision of the Sharia Bank Short Term Financing Facility; and to this end the PLEDGEE is entitled to collect the proceeds from sale of the SWBIs as payment to the PLEDGEE for the entire Sharia Bank Short Term Financing Facility received by the PLEDGOR and fee.

#### Article 5

In the event that disposal of SWBIs as referred to in Article 2 requires power-of-attorney, the PLEDGOR hereby provides power-of-attorney to the PLEDGEE to dispose of the SWBIs and to collect the proceeds of disposal of the SWBIs for settlement of the obligations of the PLEDGOR; and this power-of-attorney shall be irrevocable by the principal (PLEDGOR) for any reason whatsoever and shall not expire for the reasons set forth in Article 1813 of the Civil Code insofar as the PLEDGOR has not repaid in full to the PLEDGEE the entire Sharia Bank Short Term Financing Facility and fee as referred to in the preamble to this Agreement

#### Article 6

If the proceeds from disposal of the SWBIs as referred to in Article 2 are greater than the amount of the Sharia Bank Short Term Financing Facility received by the PLEDGOR and fee, the amount that may be collected by the PLEDGEE shall be this amount and any surplus thereto shall be returned by the PLEDGEE to the PLEDGOR.

#### Article 7

If the Sharia Bank Short Term Financing Facility received by the PLEDGOR and fee are repaid in full without recourse to disposal of the pledged SWBIs and the Principal Agreement has expired, the PLEDGEE shall be required to return the SWBIs pledged under this Agreement to the PLEDGOR in keeping with their ownership and this pledge of SWBIs shall terminate (lapse) of its own accord.

Article 8 ...

#### Article 8

This pledge of SWBIs is given in guarantee of the Sharia Bank Short Term Financing Facility extended to the PLEDGOR, whether arising from a Sharia Bank Short Term Financing Facility provided by the PLEDGEE as referred to in the preamble to this Agreement, or arising from other liabilities incurred by the PLEDGOR by reason of fees payable to the PLEDGEE.

#### Article 9

In respect of this Agreement and its implementation and any and all consequences thereof, the parties elect the domicile of the Office of the Clerk of the District Court of Central Jakarta.

Done and signed in duplicate, each copy bearing sufficient revenue stamp and having the same legal force.

....., .....(location & date)

PLEDGEE

PLEDGOR

Appendix 4

To  
Money Market Operations Division  
Directorate of Monetary Management  
Bank Indonesia  
Jl. MH. Thamrin No. 2  
Jakarta, 10110

STATEMENT

In regard to the FPJPS application submitted for the Sharia Division of PT. Bank ....., we the hereundersigned:

Name : .....

Position : .....

do declare that the Head Office of this Conventional Bank is unable to provide liquidity support for the short-term funding/financing needs of the Sharia Division of our bank.

We affirm this Declaration to be true and correct. If at any time this information is found to be untrue and incorrect, we undertake to be held accountable under the applicable laws and regulations.

....., ..... (location, date)

Board of Directors/Authorized Bank Officer  
(Name of Bank.....)

(signed)

Revenue Stamp

cc. Relevant Directorate of Sharia Banking/Bank Supervision, or Bank Supervision Team at the Bank Indonesia Regional Office

Appendix 5

To

Money Market Operations Division  
Directorate of Monetary Management  
Bank Indonesia  
Jl. MH. Thamrin No. 2  
Jakarta, 10110

Subject : Term Extension for Sharia Bank Short Term Financing  
Facility

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In reference to Bank Indonesia Regulation Number 5/3/PBI/2003 dated February 4, 2003, we herewith submit an application for term extension of Sharia Bank Short Term Financing Facility (FPJPS) in the amount of Rp ..... (in words: .....) for a term of 1 (one) working day commencing from ..... (date) through ..... (date). In this regard, we enclose herewith an addendum to the Financing Agreement and Deed of Binding of Collateral.

We affirm this Letter of Application to be true and correct. If at any time this information is found to be untrue and incorrect, we undertake to be held accountable under the applicable laws and regulations.

....., ..... (location, date)

Board of Directors/Authorized Bank  
Officer  
(Name of Bank.....)

(signed)  
Revenue Stamp

cc. Relevant Directorate of Sharia Banking/Bank Supervision, or Bank  
Supervision Team at the Bank Indonesia Regional Office

Appendix 6

**ADDENDUM  
FINANCING AGREEMENT  
FOR SHARIA BANK SHORT TERM FINANCING FACILITY (FPJPS)  
Number: .....**

In reference to Financing Agreement for Sharia Bank Short Term Financing Facility/Addendum to Financing Agreement for Sharia Bank Short Term Financing Facility Number ..... dated ....., the FIRST PARTY and the SECOND PARTY do hereby agree to amend the above Financing Agreement and/or Addendum to Financing Agreement as follows:

The amount of the Short Term Financing Facility shall be Rp ..... (in words: .....), effective from ..... (date) through ..... (date)

In regard to binding of collateral for use of the above Sharia Bank Short Term Financing Facility, the SECOND PARTY hereby provides Deed of Binding of Pledged Collateral number ..... dated .....

Done and signed in duplicate in ....., each copy bearing sufficient revenue stamp and having the same legal force.

.....(location & date)

THE FIRST PARTY

THE SECOND PARTY